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18 Attorneys for Plaintiff
19 UNITED STATES OF AMERICA

20 UNITED STATES DISTRICT COURT

21 FOR THE CENTRAL DISTRICT OF CALIFORNIA

22 UNITED STATES OF AMERICA,

23 No. CR 2:24-621(B)-MWF

24 Plaintiff,

25 ATTORNEYS' EYES ONLY ("AEO")

v.

PROTECTIVE ORDER REGARDING CERTAIN

26 DURK BANKS, et al.,

DISCOVERY

27 Defendants.

28 The Court has read and considered the parties' Stipulation for
an Attorneys' Eyes Only ("AEO") Protective Order Regarding Certain
Discovery (the "AEO Stipulation"), filed by the government and
defendants in this matter, which this Court incorporates by
reference into this order, and FOR GOOD CAUSE SHOWN the Court hereby
FINDS AND ORDERS as follows:

29 1. Defendants previously stipulated to, and this Court
30 entered, a protective order governing the use and dissemination of
31 discovery containing (1) personal identifying information ("PII") of

1 real persons pursuant to Federal Rule of Criminal Procedure Rule
2 16(d)(1), (2) medical information; (3) material that may contain
3 information within the scope of the Privacy Act, and (4) information
4 related to protected witnesses who participated in the government's
5 investigation, who may testify at trial, and/or whose safety may be
6 endangered by disclosure of identifying information. This
7 Stipulation and Order is in addition to and supplements the
8 previously filed protective order. (Dkt. 104.)

9 2. At defendants' request, the government has agreed to
10 produce the following materials, which defendants agree will be
11 covered by this Attorney's Eyes Only ("AEO") Protective Order: (1)
12 digital data from co-defendants' and/or co-conspirators'
13 devices/accounts (including extractions of cell phones); and (2)
14 non-privileged recordings of jail calls and messages of certain
15 co-defendants' and/or co-conspirators. An AEO Protective Order is
16 necessary so that the government can produce to defense counsel
17 these materials, while protecting sensitive information from
18 unauthorized disclosure.

19 3. The purpose of the AEO Protective Order is therefore to
20 allow the government to comply with its obligations pursuant to the
21 Order while protecting sensitive information from unauthorized
22 dissemination.

23 4. Accordingly, the discovery that the government will
24 provide to defense counsel in the above-captioned case will be
25 subject to this Protective Order, as follows:

26 a. As used herein, "AEO Materials" includes any
27 extraction of a digital device and/or account information that does
28 not belong to defendant (which in some cases may be a mirror image

1 of a device/account and include information that the government has
2 not seized pursuant to a warrant), and any recordings of jail calls
3 and messages of certain co-defendants' and/or co-conspirators.

4 b. "AEO Information" refers to any document or
5 information containing AEO Materials that the government produces to
6 the defense pursuant to this AEO Protective Order and any copies
7 thereof.

8 c. The "AEO Defense Team" includes (1) defendants'
9 counsel of record ("defense counsel"); and specific attorneys,
10 paralegals, and/or investigators (i) whom defense counsel has
11 identified to the government (ii) who have agreed in writing to be
12 bound by the requirements of this AEO Protective Order provided to
13 the government. The AEO Defense Team does not include the
14 defendants, defendants' family members, any employees of defendants,
15 any other associates of defendants, or anyone who has not signed
16 this stipulation.

17 d. The government is authorized to provide defense
18 counsel with AEO Information marked with the following legend:
19 "ATTORNEYS' EYES ONLY ("AEO") -- CONTENTS SUBJECT TO AEO PROTECTIVE
20 ORDER." The government may put that legend on the digital medium
21 (such as DVD or hard drive) or simply label a digital folder on the
22 digital medium to cover the content of that digital folder.

23 e. If defendants object to a designation that material
24 contains AEO Information, the parties shall meet and confer. If the
25 parties cannot reach an agreement regarding defendants' objection,
26 defendants may apply to the Court to have the designation removed.

27 f. Defendants and the AEO Defense Team agree to use the
28 AEO Information solely to prepare for any pretrial motions, plea

1 negotiations, trial, and sentencing hearing in this case, as well as
2 any appellate and post-conviction proceedings related to this case.
3 Defendants and the AEO Defense Team may lodge AEO Information in
4 court accompanied by an ex parte application to file under seal
5 and/or in camera, but may not file AEO Information on the public
6 docket.

7 g. The AEO Defense Team shall not permit anyone other
8 than the AEO Defense Team to have possession of AEO Information at
9 any time. At no time, under no circumstance, will any AEO
10 Information be shown to the defendants, or left in the possession,
11 custody, or control of defendants, regardless of defendants' custody
12 status. The AEO Defense Team shall not show, orally disclose, or
13 share in any manner with any other individual or witness any AEO
14 Information, including any family member of a defendant. The AEO
15 Defense Team may orally disclose AEO Information with defendants,
16 except for any information identifying the location or whereabouts
17 of any protected witness of any family member of a protected
18 witness, and any personal identifying information of any family
19 member of a protected witness.

20 h. Defendants cannot see, review, copy, keep, maintain,
21 summarize, memorialize, or otherwise possess any AEO Information.

22 i. The AEO Defense Team cannot review AEO Information
23 with anyone, including but not limited to any witness(es) or
24 potential witness(es). Before being shown any portion of AEO
25 Information, any additional proposed members of the AEO Defense Team
26 must be identified to the government, and be informed of, and agree
27 in writing to be bound by, the requirements of the AEO Protective
28 Order by the applicable defense counsel. No member of the AEO

1 Defense Team shall permit anyone to retain AEO Information or any
2 notes generated from AEO Information.

3 j. The AEO Defense Team shall maintain AEO Information
4 safely and securely, and shall exercise reasonable care in ensuring
5 the confidentiality of those materials by (1) not permitting anyone
6 other than members of the AEO Defense Team to see AEO Information;
7 (2) not divulging to anyone other than members of the AEO Defense
8 Team and defendants the contents of AEO Information; and (3) not
9 permitting AEO Information to be outside the AEO Defense Team's
10 offices or personal presence. AEO Information shall not be left
11 unattended in any vehicle.

12 k. To the extent that the AEO Defense Team create notes
13 that contain, in whole or in part, AEO Information, or to the extent
14 that copies are made for authorized use by members of the AEO
15 Defense Team, such notes, copies, or reproductions become AEO
16 Information subject to the AEO Protective Order and must be handled
17 in accordance with the terms of the AEO Protective Order.

18 l. The AEO Defense Team shall use AEO Information only
19 for the litigation of this matter, which includes any appeal filed
20 by defendants and any motion filed by defendants pursuant to 28
21 U.S.C. § 2255, and for no other purpose but shall not file any AEO
22 Information without first redacting such information or, in the
23 event that a party needs to file AEO Information with the Court or
24 divulge the contents of AEO Information in court filings, the filing
25 should be lodged for filing under seal and/or in camera. If the
26 Court rejects the request to file such information under seal and/or
27 in camera, the party seeking to file such information publicly shall
28 provide advance written notice to the other party to afford such

1 party an opportunity to object or otherwise respond to such
2 intention. If the other party does not object to the proposed
3 filing, the party seeking to file such information shall redact any
4 AEO Information and make all reasonable attempts to limit the
5 divulging of AEO Information.

6 m. The parties agree that any AEO Information
7 inadvertently produced in the course of discovery prior to entry of
8 the AEO Protective Order shall be subject to the terms of the AEO
9 Protective Order. If AEO Information was inadvertently produced
10 prior to entry of the AEO Protective Order without being marked
11 "ATTORNEYS' EYES ONLY - CONTENTS SUBJECT TO AEO PROTECTIVE ORDER,"
12 the government shall reproduce the material with the correct
13 designation and notify defense counsel of the error. The AEO
14 Defense Team shall take immediate steps to destroy the unmarked
15 material, including any copies.

16 n. The parties agree that if any AEO Information
17 contains both AEO Information and another category of Confidential
18 Information pursuant to the previously entered protective orders,
19 the information shall be handled in accordance with the AEO
20 Information provisions of the AEO Protective Order.

21 o. AEO Information shall not be used by the AEO Defense
22 Team, in any way, in any other matter, absent an order by this
23 Court. All materials designated subject to the AEO Protective Order
24 maintained in the AEO Defense Team's files shall remain subject to
25 the AEO Protective Order unless and until such order is modified by
26 this Court. Within 30 days of the conclusion of appellate and post-
27 conviction proceedings, defense counsel shall return AEO Materials

1 to the government or certify that such materials have been
2 destroyed.

3 p. In the event that there is a substitution of counsel
4 prior to when such documents must be returned, new defense counsel
5 must be informed of, and agree in writing to be bound by, the
6 requirements of the AEO Protective Order before the undersigned
7 defense counsel transfers any AEO Information to the new defense
8 counsel. New defense counsel's written agreement to be bound by the
9 terms of the AEO Protective Order must be returned to the Assistant
10 U.S. Attorney assigned to the case. New defense counsel then will
11 become the AEO Defense Team's custodian of materials designated
12 subject to the AEO Protective Order and shall then become
13 responsible, upon the conclusion of appellate and post-conviction
14 proceedings, for returning to the government or certifying the
15 destruction of all AEO Materials.

16 q. Defense counsel agrees to advise all members of the
17 AEO Defense Team of their obligations under the AEO Protective Order
18 and ensure their agreement to follow the AEO Protective Order, prior
19 to providing members of the AEO Defense Team with access to any
20 materials subject to the AEO Protective Order. Defense counsel also
21 agrees to explain to defendants that they are not permitted to see,
22 review, copy, keep, maintain, summarize, memorialize, or otherwise
23 possess AEO Information and Materials.

24 IT IS SO ORDERED.

25
26 October 29, 2025
27 DATE


MICHAEL W. FITZGERALD
United States District Judge

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